匈牙利-塞尔维亚铁路
塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）区段现代化与改造项目土建及轨道工程（NS-I）分包
合同补充协议 2

Amendment No.2 to the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-I Subcontract

2023 年 11 月 18 日

18. 11 , 2023

匈牙利-塞尔维亚铁路
塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）
区段现代化与改造项目土建及轨道工程（NS-I）分包合同补充协议 2

Amendment No.2 to the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-I Subcontract

本补充协议由以下合同双方于 2023 年 11 月 18 日在贝尔格莱德签署。

This Supplemental Amendment was signed in Belgrade by both parties to the following contract on the 18 day 11 month 2023 year.

1. **甲方：中国铁路国际有限公司塞尔维亚分公司**（以下简称：承包商），中国铁路国际有限公司塞尔维亚分公司法定代表人：周鑫

1. Party A: CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD (hereinafter: Contractor), the legal representative of CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD is Zhou Xin.

2. **乙方：中国土木工程集团有限公司巴尔干分公司**（以下简称：分包商），中国土木工程集团有限公司巴尔干分公司代表人：陈中政。

2. Party B: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD (hereinafter: Subcontractor), the legal representative of CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD is Chen Zhongzheng.

鉴于：

Whereas:

中国铁路国际有限公司和中国交通建设股份有限公司联营体与塞尔维亚交通、建设和基础设施部、塞尔维亚铁路基础设施公司于 2018 年 7 月 7 日签署了匈牙利至塞尔维亚跨境铁路塞尔维亚段现代化改造工程诺维萨德-苏博蒂查-边境段项目商务合同；

Joint Venture CRIC-CCCC on July 7, 2018, together with the Ministry of Transportation, Construction and Infrastructure of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. signed the "Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway on the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) "(hereinafter referred to as Commercial Contract) ;

2021 年 11 月 30 日，承包商与分包商签署了《匈牙利-塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）区段现代化与改造项目土建及轨道工程（NS-I）分包合同》（以下简称"分包合同"）；

On 30th, December 2021 Contractor and Subcontractor signed the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-I Subcontract (hereinafter: Subcontract).

2023 年 5 月 30 日，承包商与分包商签署了《匈牙利-塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）区段现代化与改造项目土建及轨道工程（NS-I）分包合同补充协议 1》；

On 30th, May 2023 Contractor and Subcontractor signed the Amendment No.1 to the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-I Subcontract.

双方经协商，同意签订分包合同补充协议 2（以下简称"本补充协议"）。具体条款如下，供双方遵照执行。

Following an agreement between the two parties, the Amendment 2 of the Subcontract was signed (hereinafter: the Amendment). Specific clauses are agreed by both parties as follows:

第一条

Article 1

甲乙双方通过签订本补充协议，对分包合同进行增补。

Party A and Party B shall supplement the Subcontract by signing this

Amendment.

第二条

Article 2

本补充协议约定的主要工程内容为：

（1）诺维萨德枢纽改造一期工程实施过程中发生的新增及变更工程：

- Km76+501-Km77+411 及 Km76+725-Km76+817 段地基处理等路基工程；

- Km76+601 铁路桥相关之冬季施工措施、水工迁改、交通导改等配套工作；

- 既有电缆迁改工程；

- 诺维萨德站新增进站道路及既有设施拆除工程；

- 诺维萨德站内新增站房装修、外立面石材更换、新增站台设施、车站医务室及文物保护单位提出的额外工作等房建工程。

（2）诺维萨德站 B 区石材更换、A 区外侧楼梯重建等房建工程。

（3）Km126+922 涵洞改渠工程。

（4）诺维萨德区域考古配合工程。

上述工程详见本补充协议附件 1：《补充协议 2 价格表》。

The main project contents stipulated in this Amendment as followings:

(1) Additional works that occurred during the implementation of the first phase of the Novi Sad Station construction:

- Subgrade projects such as foundation treatment for sections Km76+501-Km77+411 and Km76+725-Km76+817;

- Winter construction measures, hydraulic relocation, traffic diversion and other supporting work related to the Km76+601 railway bridge;

- Existing cable relocation ;

- Additional access road and demolition of existing facilities at Novi Sad Station;

- Additional building decoration, facade stone replacement, new platform facilities, station infirmary and additional work proposed by cultural relics protection units in Novi Sad Station.

(2) Additional architecture works such as stone replacement in Area B of Novi Sad Station and reconstruction of the outsider stairs in Area A.

(3) Km126+922 culvert canal relocation works.

(4) Archaeological works in Novi sad area.

Please refer to Attachment 1 of this Amendment: "Table of Price of Amendment No.1" for details of the above projects.

第三条

Article 3

本补充协议价格为固定总价，本补充协议价格为：3,673,739.57 美元（大写：叁佰陆拾柒万叁仟柒佰叁拾玖美元伍拾柒美分），协议价格包含分包商的工程直接费（包含完成约定工程所需的临时、过渡工程）、间接费、税金、利润等一切费用。

The price of this Amendment is a fixed total price. The total price of this Amendment is: USD 3,673,739.57 (in capital letters: THREE MILLION, SIX HUNDRED AND SEVENTY-THREE THOUSAND, SEVEN HUNDRED AND THIRTY-NINE AND CENTS FIFTY-SEVEN ONLY), and the agreed total price includes the Subcontractor's direct costs (Including temporary and transitional works required to complete the agreed project), indirect costs, taxes, profits and all other expenses.

第四条

Article 4

本补充协议无预付款，对于本补充协议所约定的工作内容，在分包商完成任一子项工程后，按照承包商要求开展相应计量结算工作。

There is no advance payment in this Amendment. For the works stipulated in this Amendment, after the Subcontractor completes any sub-item, the corresponding measurement and payment work will be carried out according to the requirements of the Contractor.

本补充协议支付币种为塞尔维亚第纳尔，支付汇率为支付当日对应的塞尔维

亚国家银行中间汇率。

The payment currency of this Amendment is the Serbian Dinar, and the payment exchange rate is the middle exchange rate of the National Bank of Serbia corresponding to the date of payment.

第五条

Article 5

本补充协议是分包合同的组成部分，与分包合同具有同等法律效力。

This Amendment is an integral part of the subcontract and has the same legal effect as the subcontract.

合规保护标准条款（见附件 2）为本补充协议附件。本补充协议附件是构成本补充协议不可分割的组成部分，与本补充协议具有同等法律效力。

Terms of Compliance with Protection Standards (attached as Attachment 3) are the Attachment of this Amendment. The Attachment of this Amendment shall be deemed as an integral part of this Amendment and shall have the same legal effect as this Amendment.

除本补充协议中明确所作修改和补充的条款之外，分包合同的其余部分应完全继续有效，本补充协议中未提及事项根据分包合同中条款执行。

Except for the clearly modified and supplemented clauses in this Amendment, the remaining parts of the Subcontract shall remain fully valid. Matters not mentioned in this Amendment shall be implemented in accordance with the provisions of the Subcontract.

本补充协议中的所有术语，除非另有说明，否则其定义与分包合同及其补充协议中的定义相同。

Unless otherwise specified, all terms in this Amendment have the same definitions as those in the Subcontract.

本补充协议以中、英文书就，一式 6 份，其中承包商 4 份，分包商 2 份。本补充协议以中文为优先版本。

The present Amendment is drawn up in Chinese and English languages in six (6) identical copies in both languages, four (4) for the Contractor and two (2) for the Subcontractor. In the case of any discrepancy between Chinese and English, the

Chinese shall prevail.

本补充协议由合同双方签署并盖章后生效。

This Amendment comes into force after being signed and sealed by both parties.

经证明，双方代表均在上述日期签署并加盖了合同。

This is certified that the representatives of both parties signing and sealing the Contract on the above-mentioned date.

Party A:

中国铁路国际有限公司塞尔维亚分公司

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD

(Signature and Seal)

Party B:

中国土木工程集团有限公司巴尔干分公司

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD

(Signature and Seal)

补充协议附件：

Annex to the Amendment

附件1. 补充协议2工程价格表

Attachment 1. Table of Price of Amendment No.2

附件2. 合规保护条款

Attachment 2. Terms of Compliance with Protection Standards

Attachment 1. Table of Price of Amendment No.2

No.	Content	The Price (USD)
1	**Architectural Works**	**1,050,105.78**
2	**Substructure Works**	**336,521.69**
3	**Bridge, Culvert, Underpass**	**117,447.09**
4	**Power Supply**	**54,189.59**
5	**Signaling**	**15,256.66**
6	**Hydraulic Works**	**482,044.18**
7	**Roads Traffic Signalization and Equipment**	**19,295.89**
8	**Landscaping, platforms and environment measures**	**123,834.55**
9	**Archaeological works in Novi sad area**	**1,475,044.14**
TOTAL		**3,673,739.57**

1. Architectural Works

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Replacement of external glass in Hall B	Completion of all the works	1	17,209.31	17,209.31
B	Cleaning the station immediately before opening	Completion of all the works	1	20,143.69	20,143.69
C	Additional gratings and other works	Completion of all the works	1	3,701.76	3,701.76
D	Additional room for ATMs in Novi Sad station	Completion of all the works	1	12,725.70	12,725.70
E	Aluminum protection in the waiting room on the first floor	Completion of all the works	1	23,019.31	23,019.31
F	Additional fire protection project in the lobby st. Novi Sad	Completion of all the works	1	1,751.29	1,751.29
G	Additional painting works in St. Novi Sad	Completion of all the works	1	67,279.38	67,279.38
H	Additional request for surface treatment of the sanitary block in Wing C	Completion of all the works	1	1,043.27	1,043.27
I	Replacement of wooden wall coverings in the restaurant of the Novi Sad station	Completion of all the works	1	13,581.48	13,581.48
J	Disassembly and reassembly of the radiator in the toilet of the C wing	Completion of all the works	1	3,589.51	3,589.51
K	Replacement of stone cladding: a) Stone cladding of the northern facade, b) Junction of B and C wings, c) wall at the entrance to the station lobby	Completion of all the works	1	35,602.97	35,602.97
L	Temporary waterproofing works on the roof of the CDU auditorium	Completion of all the works	1	36,986.29	36,986.29
M	Additional works on the terrace of wing C of the Novi Sad station	Completion of all the works	1	37,336.56	37,336.56

1. Architectural Works

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
N	Additional works on the aluminum hall of the CDU	Completion of all the works	1	3,815.21	3,815.21
O	Repair of the canopy on the southern facade of wing B	Completion of all the works	1	27,343.31	27,343.31
P	Renovation of the ceiling in the passageway to the exit from wing A	Completion of all the works	1	15,992.82	15,992.82
Q	Advertising showcases in the station hall	Completion of all the works	1	6,215.35	6,215.35
R	Additional works on wing B, the southern facade and the surrounding area	Completion of all the works	1	78,809.63	78,809.63
S	Additional dismantling works at Novi Sad station	Completion of all the works	1	19,804.31	19,804.31
T	Various sporadic works: 1) additional trash cans 2) relocation of benches and trash cans on the 1st platform 3) maintenance of elevators in the ticket office 4) procurement of equipment for the clinic	Completion of all the works	1	23,609.17	23,609.17
U	Additional works instructed by the Heritage Protection office of Novi Sad.	Completion of all the works	1	130,984.94	130,984.94
V	Additional renovation works in Novi Sad station	Completion of all the works	1	180,363.51	180,363.51
W	Replacement of the stone floor in Area B of Novi Sad Station	Completion of all the works	1	240,549.59	240,549.59
X	Protection of cables in the Annex A Stanic Buildings in Novi Sad	Completion of all the works	1	5,460.86	5,460.86
Y	Construction of new staircase Novi Sad station	Completion of all the works	1	43,186.56	43,186.56
	TOTAL (USD)				**1,050,105.78**

2. Substructure Works

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Treatment of the foundation soil on the section of km. 76+501 to km. 77+411 (additional measures to speed up work)	Completion of all the works	1	177,286.39	177,286.39
B	Treatment of the foundation soil on the section of km. 76+725 to km. 76+817 (additional measures to speed up works)	Completion of all the works	1	23,830.39	23,830.39
C	Procurement and transport of ballast to the Novi Beograd station	Completion of all the works	1	35,140.21	35,140.21
D	Treatment of the foundation soil during the foundation of structures (additional measures to speed up the work)	Completion of all the works	1	31,357.46	31,357.46
E	Variation due to works on the access road from the bridge to the station, and removal of existing structures	Completion of all the works	1	41,966.19	41,966.19
F	Procurement and installation of pipes for penetrations under the tracks of km. 75+715 ~ km. 76+428	Completion of all the works	1	14,913.21	14,913.21
G	Russian railway section adds catenary foundation	Completion of all the works	1	12,027.84	12,027.84
	TOTAL (USD)				**336,521.69**

3. Bridge, Culvert, Underpass

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Applied measures for carrying out works in winter conditions for the bridge in km. 76+601	Completion of all the works	1	19,042.31	19,042.31
B	Variation for abutment backfilling of Km76+601.02 bridge	Completion of all the works	1	67,917.16	67,917.16
C	Km76+601 bridge girder added truncated conical slope protection project	Completion of all the works	1	30,487.62	30,487.62
	TOTAL (USD)				**117,447.09**

4. Power Supply

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Temporary relocation of 1kV cable in km. 76+600	Completion of all the works	1	5,267.06	5,267.06
B	Variation due to displacement of 10kV cable in km. 76+635 due to new requirements of Elektrodistribucija	Completion of all the works	1	23,169.09	23,169.09
C	Temporary relocation of the 1kV cable due to the backup power supply of the Novi Sad station (Additional works requested by the Financier by letter no. 401-00-00728/2021-04/50)	Completion of all the works	1	25,753.44	25,753.44
	TOTAL (USD)				**54,189.59**

5. Signaling

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Construction of a temporary route for SS cables	Completion of all the works	1	15,256.66	15,256.66
	TOTAL (USD)				**15,256.66**

6. Hydraulic Works

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Variation due to the displacement of the water pipe near the bridge in km. 76+601.02	Completion of all the works	1	180,024.41	180,024.41
B	Relocation of the ditches around at km 126+922 culvert	Completion of all the works	1	196,416.77	196,416.77
C	Repair the underground drainage channel in section Belgarde-Novi Sad	Completion of all the works	25	4,224.12	105,603.00
	TOTAL (USD)				**482,044.18**

7. Roads Traffic Signalization and Equipment

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Changes in the organization of traffic at the bridge in km. 76+601 requested by local authorities	Completion of all the works	1	19,295.89	19,295.89
	TOTAL (USD)				**19,295.89**

8. Landscaping, platforms and environment measures

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Additional steel fence on the 2nd platform of the Novi Sad station	Completion of all the works	1	47,022.74	47,022.74
B	Variation due to the change of material for the foundation of the KM columns and canopy columns, EPOXY mortar was used instead of concrete	Completion of all the works	1	70,939.77	70,939.77
C	Equipment for scattering birds in the Novi Sad station	Completion of all the works	1	5,872.04	5,872.04
	TOTAL (USD)				**123,834.55**

9. Archaeological works

No.	Item	Unit	Number of unit	Unit price (USD)	Total Price (USD)
A	Archaeological works in Novi sad area	Completion of all the works	1	1,475,044.14	1,475,044.14
	TOTAL (USD)				**1,475,044.14**

附件 2

Annex 2

合规保护标准条款

Standard Terms of Compliance Protection

双方同意，本合规保护标准条款构成双方之间订立的合同的重要组成部分，双方应共同遵守本条款。

The both Parties agree that the terms and conditions under the Standard Terms of Compliance Protection constitute an important part of the contract concluded by and between the Parties, and both Parties should abide by it

一、 公务人员的定义

I. Definition of Public Official

本合规标准保护条款中的“公务人员”应做宽泛解释，但至少应包括下列含义：

“Public Official” specified in the Standard Terms of Compliance Protection is broadly defined and includes the followings:

（一）政府的官员、雇员、代表以及代表政府或者经公共权力授权行事的人士。

A.Officials, employees, representatives of governments, and any other person acting on behalf of government (or otherwise authorized to act under official right);

（二）国际组织的官员、雇员和代表。

B.Officials, employees, or representatives of public international organizations;

（三）行使公共权力的政治组织的官员、雇员、代表，或皇室成员。

C.Officials, employees, or representatives of political organizations or members of royal families, who exercise public rights; and

（四）公共企业，即，政府直接或间接控制或施加决定性影响力的企业的官员及雇员。

D.Officials and employees of public enterprises, which are enterprises over which a government or governments exercise, directly or indirectly, a controlling or dominant influence.

二、 遵守反腐败法律

II. Compliance with Anti-Corruption Laws.

乙方在此声明、保证及承诺，与本协议项下进行的活动或交易相关的乙方及乙方的关联公司、子公司、董事、高级管理人员、雇员、代理、顾问、承包商、受托人、最终受益人和股东，及所有直接或间接代表乙方行事的个人及相关方，过去未曾、将来亦不会违反，或致使甲方违反《中华人民共和国刑法》、《联合国反腐败公约》、《经济合作与发展组织关于打击国际商业交易中行贿外国公职人员行为的公约》，及业务所在国的反腐败、反欺诈、反串谋及公平竞争法律、法规及规则等（合称“反腐败法律”）。乙方特此声明、保证及承诺：乙方及乙方关联公司、董事、高级管理人员、雇员、代理、顾问、承包商、受托人、最终受益人和股东，及所有代表乙方行事的个人及相关方，过去未曾及合作期间亦不会发生以下行为：

[Party B] represents, warrants, and covenants that, in relation to the activities or transactions contemplated by this Agreement [Party B] and [Party B's] affiliates, subsidiaries, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners, and shareholders, and all other persons or parties acting on [Party B's] behalf, directly or indirectly, have not violated and will not violate, or cause [Party A] to violate, the Criminal Law of the People's Republic of China, the United Nations Convention Against Corruption, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (as implemented by its signatories), or any other applicable anti-corruption, anti-fraud, anti-collusion or fair competition law (collectively, the "Anti-Corruption Laws)." Specifically, [Party B] represents, warrants, and covenants that neither [Party B] nor any of [Party B's] affiliates, subsidiaries, officers, directors, employees, agents, consultants, contractors, designees, ultimate beneficial owners and shareholders, nor any other person or party acting on [Party B's] behalf have made and will not make during the cooperation period the followings:

(一)为如下目的给予或承诺给予公务人员、个人或实体任何利益：

A. To any Public Official or to any other person or entity if such payments or transfers would have the purpose or effect of:

1. 不当影响公务人员的行为或决定；

i. Improperly influencing any act or decision of a Public Official;

2. 诱使公务人员违反其法定职责从而作为或不作为；

ii. Inducing any Public Official to do or omit to do an act in violation of that Public Official's lawful duty;

3. 诱使公务人员直接通过其个人影响力，或通过其对国内外政府或政府部门的影响力，影响该政府或政府部门的行为或决定；

iii. Inducing any Public Official to use his or her influence directly, or with a domestic or foreign government or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality; or

4. 协助乙方、甲方或甲方关联方不当获得或保持商业机会或使其获得不当优势。

iv. Improperly assisting [Party A] or [Party B or the relevant Subsidiary] to obtain or retain business or otherwise to secure any improper advantage; or

（二）为如下目的给予或承诺给予个人任何利益，无论其是否为公务人员：

B. To any person, whether or not a Public Official,

1. 意图使该个人不当履行其应尽的职责或义务；

i. With the intention to bring about or reward the improper performance of a duty or obligation to which the person is subject; or

2. 知悉或相信该个人接受利益即构成不当履行其应尽的职责或义务。

ii. With the knowledge or belief that the acceptance of the payment or thing of value in itself constitutes the improper performance of the person's duty or obligation.

三、 持续义务

III. Continuing Obligations

乙方在此声明并保证：乙方和乙方的关联公司、董事、高级管理人员、雇员、代理、顾问、承包商、受托人、最终受益人和股东，及所有代表乙方行事的个人及相关方，在本协议有效期内均会遵守反腐败法律的相关规定。

[Party B] represents and warrants that [Party B] and [Party B'S] [affiliates, subsidiaries, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners and shareholders], and all other persons or parties acting on [Party B's] behalf are and will remain in compliance with the Anti-Corruption Laws for the duration of this Agreement.

四、 公务人员参与

IV. Public Official Involvement

除已向甲方披露的情形外，乙方现有的高级管理人员、董事、最终受益人、股东（此处不包括上市公司的股东）及雇员均非公务人员，其直系亲属亦均非公务人员；若发现上述高级管理人员、董事、最终受益人、股东或雇员成为公务人员时，乙方应在合理时间内通知甲方。

Other than those disclosed to [Party A], [Party B] does not have any current officers, directors, ultimate beneficial owners, shareholders (excluding for purposes of this section shareholders of a publicly traded company) or employees who are, or whose immediate family members are, Public Officials, and should it become aware of any such officer, director, ultimate beneficial owner, shareholder or employee becoming a Public Official, it shall inform [Party A] within a reasonable time.

五、 无私设资金

V. No Secret Funds

在本协议有效期内，乙方不会因为接受反腐败法律所禁止的支付，或为便利反腐败法律所禁止的其他行为，而设立或保有秘密或账外资金、账户或资产，无论其是否与本协议下拟进行的交易相关。

[Party B] does not have and shall not create or maintain any secret or unrecorded fund, account, or asset (regardless of whether it is relevant or irrelevant with the transactions under the agreement), for the purpose of taking or facilitating any prohibited payment or other action under the Anti-Corruption Laws, throughout the term of this Agreement.

六、 合规声明

VI. Compliance Certification

自本协议签署之日起，每满一年之前 30 天内，乙方应提供其遵守反腐败法律的年度合规声明。

Within (30) days prior to each anniversary of the date hereof, [Party B] shall provide an annual statement of compliance with the Anti-Corruption Laws.

七、 赔偿

VII. Indemnity

乙方承诺：甲方及其代表、高级管理人员、董事、雇员及股东不承担因乙方违反本附件项下反腐败陈述、保证与承诺而造成的损失及后果，包括但不限于罚金、损失赔偿金或上述个人或相关方的经济损失。

[Party B] undertakes to hold [Party A], its representatives, officers, directors, employees, and shareholders harmless in respect of all damages and consequences, including without limitation to any penalties, damages, or pecuniary consequences which could affect any such person or party as a result of the violation or breach of any of the obligations subscribed by [Party B] under this Agreement's Anti-Corruption Representations, Warranties, and Covenants provisions.

八、 终止权

VIII. Cancellation Rights

根据可靠消息来源，包括但不限于乙方陈述或有正当来源的新闻报道，如乙方已实质性违反其在本附件中的遵守反腐败法律的相关陈述、保证与承诺，则视为乙方实质违反本协议。无论乙方是否因为违反反腐败法律而获罪或受到其他惩罚，甲方都有权终止本协议，且无须为此承担罚金或对乙方支付赔偿。

According to reliable information source, including but not limited to Party B's statement or any reliable news report, if Party B has materially violated its related statement, warrants and commitments in the appendix on obeying the anti-corruption law, it can be considered that Party B involves in a substantial violation of this agreement. No matter whether Party B is convicted or punished due to any breach of the anti-corruption law, Party A has the right to terminate the agreement, without bearing the penalty or compensating Party B.

九、 审核权

IX. Audit Rights

乙方应保留所有必要记录以证明其遵守本附件规定。乙方同意，经甲方事先通知，甲方或甲方指派的审计事务所可查阅或审核乙方与本协议履行相关的会计账簿和记录。甲方及其指派的审计事务所对前述会计账簿和记录的查阅或审核应严格限于本协议所述工作范围，且应仅为合规审核目的。本条所列审核费用应由甲方独立承担。

[Party B] shall maintain all records necessary to confirm its compliance with the [above Clauses]. Upon receiving an prior notice from [Party A], [Party B] agrees to provide reasonable access to all of its accounts, books, and records related to this Agreement, either to [Party A] or to an internationally recognized audit firm appointed by [Party A], for the purpose of allowing [Party A] or such audit firm to review and audit such accounts, books and records. Access to the aforesaid accounts, books and records and any such review or audit by [Party A] and the audit firm it designated generally are deemed to be strictly limited to the scope of work as stated in this Agreement for compliance audit. The price of any audit under this Clause shall be at the sole cost of [Party A].

十、 费用

X. Expenses

乙方履行本合规保护标准条款项下义务所产生的成本及费用应完全由乙方承担，甲方事先同意承担的除外。

Any expenses incurred by [Party B] in the course of performing work for [Party A] as contemplated under this Agreement shall be borne entirely by [Party B] unless approved by [Party A] in advance and fully supported by proper documentation.

十一、调查通知

XI. Investigation Notification:

乙方同意，如其发现其因与本协议相关的行为正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，应立即通知甲方；此外，如乙方发现其因违反反腐败法律而正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，无论被调查行为是否与本协议相关，应立即通知甲方。

[Party B] agrees to immediately notify [Party A] should it become aware that it is under investigation by any enforcement or regulatory agency, government body, international institution, securities exchange, or non-governmental organization related to any activities under this Agreement; moreover, [Party B] will immediately inform [Party A] should it become aware of any investigation by any enforcement or regulatory agency, government body, international institution, securities exchange, or

non-governmental organization related to Anti-Corruption Laws regardless of whether the conduct relates to this Agreement.

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